



User Terms and Conditions – December 11, 2013

Online Mooring, LLC (Company) provides a web-based software product, OnlineMooring.com (Product), that allows a boater (Applicant) to apply for harbor-related products and services from one of Online Mooring's partner organizations (Provider).

The Company, Applicant, and Provider are individually referred to as a Party, and collectively are referred to as the Parties.

Limitation of Liability. In no event shall any Party be liable to any other Party for any direct, indirect, consequential, special, incidental, punitive or non-contractual damages or lost profits arising out of or related to, any action or inaction of this Product or any Party, or any services, even if the Party has been advised of the possibility thereof. The parties acknowledge that the Applicant and Provider use this Product in reliance upon the limitations of liability and the disclaimers of warranties set forth herein.

Disclaimer of Warranties. All Company services and Product are provided on an "as is" basis. The Company does not make, and hereby disclaims, any and all other expressed and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. The Company does not warrant that the services will be uninterrupted, error-free or completely secure.

Mediation. Prior to the initiation of any legal proceedings, the Parties agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other Party. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Connecticut.

Privacy. Data entered into the Online Mooring database is the property of the Provider. Online Mooring will not release this information to any third party. Online Mooring uses the information in the database to send appropriate communications to applicants. Applicants may opt out of communications from Online Mooring.